

83683

BOOK 54 PAGE 67

44-20-1226



WASHINGTON  
MUTUAL  
SAVINGS BANK

CONSUMER LOAN DIVISION  
(M. H. Mortgage)

CLASS 555 WASHINGTON MUTUAL SAVINGS BANK  
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY

*Shirley M. Whetzel*

OF *Skamania County, Wash.*

AT *10:30 A. M.* ON *5/1/57*

WAS RECORDED IN BOOK *54*

OF *217* ST PAGE *67*

RECORDS OF *SKAMANIA* COUNTY, WASH.

*H. P. Wood*

COUNTY CLERK

*E. M. Whetzel*

*Shirley M. Whetzel*

*David W. Whetzel*

*Shirley M. Whetzel*

*David W. Whetzel*

*Shirley M. Whetzel*

*David W. Whetzel*

Filed for Record at Request of

NAME WASHINGTON MUTUAL SAVINGS BANK

ADDRESS 1201 Main Street

CITY AND STATE Vancouver, Wa. h. 98660

REGISTERED	<i>E</i>
INDEXED: DIR	<i>E</i>
INDIRECT	<i>E</i>
RECORDED:	
COMPARED	
MAILED	

## MORTGAGE

83683

THE MORTGAGORS. \*\*\*\*DAVID W. WHETZEL AND SHIRLEY M. WHETZEL\*\*\*\*

hereby mortgage to WASHINGTON MUTUAL SAVINGS BANK ("the mortgagee") the following described real property situated in SKAMANIA County, State of Washington, and all interest or estate therein that the mortgagors may hereafter acquire, together with the income, rents and profits therefrom. See attached

together with all plumbing, lighting, air conditioning and heating equipment, and all furniture, appliances and equipment now or hereafter installed on said premises, including but not limited to, a 1957 76 Fleetwood coupe motor car.

Model 64x24 Serial No. 52470 and all personal property which is now or hereafter be attached to, located in, or used or intended to be used in connection with, all of which are located at the home of the mortgagors, or be considered either personally or as real property.

This mortgage is given as security for the payment of SEVENTEEN THOUSAND SIX HUNDRED FORTY FIVE & 100/100 (\$ 17,645.00) with interest, according to the terms of a promissory note herewith executed by the mortgagors to the order of the mortgagee and the security of which the mortgagee may, at any time, hereafter or otherwise, to a state or federal court, proceed to enforcing the above described real, personal and related property, under a security agreement of execution hereunto, wherein the mortgagors gave the mortgagee a power of sale in said real, personal and related property.

The mortgagors covenant with the mortgagee as follows:

- (1) That they are the sole and fee simple of all the above described property and that the same is unencumbered.
- (2) That they are the sole and fee simple of all the above described property, which is unencumbered except for the above described security agreement, held by the mortgagee, and the covenants in fee simple in the above described real property, which is encumbered only by a prior mortgage or trust deed.
- (3) That they are the owners of the above described real, personal and related property which is unencumbered except for the above described security agreement, held by the mortgagee, and the mortgagee's interest in the above described real property which is otherwise unencumbered.

AND, situated in Skamania County, State of Washington:

A tract of land located in the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 18, Township 2 North, Range 5 East, of the Willamette Meridian, described as follows:

Beginning at the southwest corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section 18; thence east along the south line of said subdivision 100 feet, more or less, to intersection with the center line of an existing road designated as County Road No. 11; thence following the center line of said road in a northerly direction 700 feet, more or less, to intersection with the west line of said Section 18; thence South to the point of beginning, EXCEPT the North 29 $\frac{1}{2}$  feet thereof.

*Shirley M. Whetzel*

*David W. Whetzel*

D. that the property mortgaged hereby is not used principally or primarily for agricultural or farming purposes.

C. that they will, during the continuance of this mortgage permit no waste of the premises, will pay before delinquent all lawful taxes and assessments upon the mortgaged property and upon this mortgage or upon the money or debt secured hereby, and will keep the property free and clear of all other encumbrances impairing the mortgagee's security, and will timely comply with all the terms, covenants and conditions of the above-described security agreement; and of any prior contract, mortgage or trust deed.

Should the mortgagors fail to keep any of the foregoing covenants, or any of the covenants of the above described security agreement, or any of the covenants of any prior contract, mortgage or trust deed, then the mortgagee may perform them, without waiving any other right or remedy given for any such breach; and all expenditures in that behalf shall be secured by this mortgage and be interest at the rate of twelve per cent (12%) per annum and be repayable by the mortgagors on demand.

In case of default in the payment of any installment of said debt, or of a breach of any of the covenants herein contained, or contained in the above-described security agreement or contained in any prior contract, mortgage or trust deed, then the entire debt hereby secured may, at the mortgagee's option, be declared due and this mortgage may be foreclosed. Mortgagors agree that in the event of a default hereunder or under the above-described security agreement for which this mortgage might be foreclosed, the Mortgagee at its option may: elect to treat the mobile home and some or all of the related property its personality and realize thereon pursuant to the security agreement, or may elect to treat the mobile home and some or all of the related property as realty and realize thereon hereunder, or may proceed under the security agreement with respect to part of the collateral and hereunder with respect to other parts, or may proceed concurrently under both, or under any combination of the foregoing, or may exercise any other right or remedy available at law or in equity; and may enter into possession of the above-described property and take such other action as it may deem appropriate to collect the rents and profits thereof and apply same to any sum secured hereby in such order as it may elect. The parties agree that the reference herein to the mobile home shall not be determinative of whether or not it is a part of the real estate but that the mobile home may at the option of the Bank be treated and dealt with and realized upon as personal property.

If any question should arise as to whether all or part of the above-described property is realty or personality, the Bank may, at its option, treat all of said property as realty and commence an action to foreclose this mortgage whereupon all persons having or claiming interests in all or part thereof shall have all the rights provided by law incident to the foreclosure of real property mortgages.

The mortgagors shall pay the mortgagee a reasonable sum as attorney's fees in any suit that may be lawfully brought for the foreclosure of this mortgage and in any suit which the mortgagee, to protect the lien hereof, is obliged to prosecute or defend; and shall pay such reasonable cost in searching records and abstracting the same as may necessarily be incurred in foreclosing this mortgage or protecting the same which sum shall be secured hereby and may be included in the decree of foreclosure. Upon bringing action to foreclose this mortgage or at any time while such proceeding is pending, the mortgagee may apply for and secure the appointment of a receiver for the mortgaged property or any part thereof, and the income, rents and profits therefrom.

DATED at Vancouver, Washington, March 1, 19 77

David W. Whetzel

Shirley M. Whetzel

STATE OF WASHINGTON

County of Clark

THIS IS TO CERTIFY that on this 1st day of March, 19 77, before me, the undersigned, a notary public in and for the state of Washington, duly commissioned and sworn, personally appeared David W. Whetzel and Shirley M. Whetzel

to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate first above written.



Notary public in and for the state of Washington,  
residing at Camas